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FILED
JAN 18 2013
United States Bankruptcy Court
San Jose, California

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

LAURA ANN GENS, DEBTOR,	CASE NO. 13-50106 ASW **Date of Hearing: February 1, 2013.** **Time of Hearing: 2:30p.m.** **Courtroom of Judge Weissbrodt** **NOTICE OF AND DEBTOR'S MOTION FOR EXTENSION OF STAY UNDER 11 U.S.C. §362 AND ND CA LBR 4001**

I. NOTICE

To all parties, their counsel, and the Chapter 11 Trustee:

Please take notice that Debtor moves the Bankruptcy Court at San Jose, California, for an extension of the automatic stay under 11 U.S.C. §362 and ND CA LBR 4001 as against the secured creditor Wells Fargo.

II. BRIEF BACKGROUND

Wells Fargo has inherited from World Savings/Wachovia a mortgage secured by Debtor's residence in Palo Alto, CA.

Wells Fargo set a Trustee's Sale for January 9, 2013, which was stayed by the filing of this bankruptcy case. Undoubtedly, Wells Fargo will reschedule a Trustee's Sale should the automatic stay be allowed to expire.

III. STATEMENT OF PURPOSE

Debtor moves the Bankruptcy Court at San Jose, California, for an extension of the automatic stay under U.S.C. §362 and ND CA LBR 4001 so that the dollar amount of the loan under the mortgage can be ascertained. Once known, if there is any arrearage under the mortgage, it will immediately be paid in full so as to "reinstate" the loans/mortgage. Two different third party financing sources have been arranged if needed. That is in essence the Plan.

The backup Plan is an orderly sale of the CA residence through a broker. The amount of equity is in excess of $1M.

Debtor is not abusing the bankruptcy system by solely fling a case to avoid paying a debt. Just the opposite. Debtor believes no arrearage under the loan exists. But the principal amount of the loan is in dispute. Debtor never had the opportunity in her prior bankruptcy case to see the objection to the Wells Fargo claim to its conclusion.

Debtor has been poorly advised by her prior counsels. Debtor's Plan filed in her prior bankruptcy case, under the advice and review of counsel, was a waste of effort. Debtor hired William Lewis with a sizeable retainer to essentially do two things: contact the two secured creditors to informally ascertain what dollar amounts are due under the mortgages and file a Plan. Both creditors said no way would they cooperate to settle on an amount or have any further discussions. Apparently Mr. Lewis was unaware of the combined Disclosure Statement and Plan available at the Court's website. He advised Debtor to file a Plan which does not look like the combined form.

When the Court filed an order to show cause, Debtor again revisited the limited pool of bankruptcy attorney that would consider representing a small chapter 11 case. Debtor immediately hired Mr. MacDonald with a sizeable retainer. Mr. Mac Donald was to file his appearance (he did not), file a response to the Order to show Cause (he filed no paperwork in response), file a Plan (he did not), and personally attend the hearing for the order (he did no telephonically). The one thing Mr. MacDonald did do is file a status statement which contains incorrect information previously supplied to him in not one, but two multi-hour meetings. Debtor was completely caught off guard by Mr. MacDonald's lack of response when he repeatedly confirmed that things were ready. The case was dismissed.

Debtor immediately hired another bankruptcy attorney, Mr. Irion, and again paid a sizeable retainer. The day before he was to file documents on behalf of Debtor. Mr. Irion informed Debtor that he was not going to continue representing her because of the "complexity" of the matter and withdrew.

Debtor subsequently hired Mr. Wolny who was to make certain filings. Some of which he did, other not. Debtor has been informed that the Trustee's office has contacted Mr. Wolny concerning that matter.

To support this motion, Debtor will file a new Plan and supporting memorandum in accordance with the Court's open calendar procedure. This Plan is only her second one in any bankruptcy proceeding as she was denied the opportunity earlier due to questionable legal representation. This second Plan substantiates the good faith which Debtor has always attempted to exhibit and provides for rapid confirmation by at least the unsecured creditors.

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IV. CONCLUSION

Debtor is not abusing the bankruptcy system by solely fling a case to avoid paying a debt and there clearly are changed circumstances. Debtor wants the opportunity to quickly ascertain the amount owed under .

Debtor's primary concern is the trustee's sale that will undoubtedly be scheduled by Wells Fargo on the CA property if the automatic stay expires. Debtor needs protection from suffering a great economic loss through a trustee's sale.

Wells Fargo will not be harmed. It has been previously demonstrated that there is significantly equity of over a million dollars in the secured property to protect even their erroneous, inflated interests.

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct.

January 18, 2013

Laura Gens

CERTIFICATE AND PROOF OF SERVICE BY FACSIMILE

I am a citizen of the United States and reside in Santa Clara County, California. I am over the age of eighteen years and not a party to the within entitled action. Prior to 5 pm.PT, on January 18, 2013 I caused the following document(s)

NOTICE OF AND DEBTOR'S MOTION FOR AN EXTENSION OF THE AUTOMATIC STAY UNDER 11 U.S.C. §362 AND ND CA LBR 4001

to be sent by FACSIMILE to the attorneys listed the bankruptcy petition file:

Matthew J. Pero, Anglin et al. 199 S. Los Robles Ave Suite 600, Pasadena, CA 91101 email: mpero@afrct.com ;
And to the US Trustee email: Keller, Emily S. (USTP)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 18, 2013.

Julia Gens